



WESTMINSTER

REQUEST FOR PROPOSAL

For the

98th Ave Potable Water Pipeline and Supporting Utilities Project
to be provided to the

CITY OF WESTMINSTER

March 4, 2021

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I. INVITATION TO SUBMIT PROPOSALS

Date of Request: March 4, 2021

Due Date for Proposals: 03/30/2021 12:00 PM

The City of Westminster, Colorado, respectfully requests proposals for the 98th Ave Potable Water Pipeline and Supporting Utilities from qualified consulting engineering firms ("Consultants"). The selected Consultant will assist the City's Public Works and Utilities on the project that is discussed further in this request for proposal (the "RFP").

Submit proposal via email to sbleiker@cityofwestminster.us, with subject line 98th Ave Potable Water Pipeline and Supporting Utilities.

All Bidders are required to attend a pre-proposal conference and inspection at 03/11/2021 2:00 PM, in the field at the new water treatment facility site, generally located along Westminster Boulevard, north of 98th Avenue.

No proposals received after the due date for proposals shown above will be considered, and any proposals so received shall be returned to the Consultant unopened without consideration by the City under any circumstances. Sole responsibility rests with the Consultant to see that its proposal is received on time at the stated location.

The City reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities and further, to award the services to the most responsive and responsible Consultant, according to the City's evaluation and as deemed to be in the best interest of the City.

Proposals must meet or exceed requirements contained in this RFP.

This Request for Proposals will be distributed directly to the firms identified below. Other firms will not be precluded from submitting proposals and may be considered.

CDM Smith, Inc.
Dewberry Engineering Inc.
HDR Engineering, Inc.
Jacobs Engineering Group, Inc.

II. PROJECT BACKGROUND, DESCRIPTION AND MINIMUM SCOPE OF SERVICES

A. Project Background and Description

1. PROJECT BACKGROUND

The purpose of this project is to design and coordinate utilities for the potable waterline, sanitary sewer pipeline, and supporting utilities for Westminster's new water treatment facility. The water treatment facility site is northeast of the 98th Avenue and Westminster Boulevard intersection. The potable waterline will deliver water to Westminster's pressure zone 1. The sanitary sewer pipeline will convey wastewater to Westminster's Big Dry Creek (BDC) wastewater collection system. Supporting utilities associated with this project include design of fiber optic or radio

communications to the new water treatment facility as well as coordination of Xcel energy electrical and gas services to the site. Construction on the new water treatment facility will begin in 2023. The target date for the new water treatment facility to come on line is 2025.

Westminster Potable Water Treatment Facilities: Westminster has two water treatment facilities that deliver potable water to Westminster residents and businesses. Northwest Water Treatment Facility (NWTF) located northeast of the 104th Avenue and Wadsworth Parkway intersection was constructed in 2001 and has a firm capacity of 15 MGD. Semper Water Treatment Facility (SWTF) located in the 8900 block of Pierce Street, on the east side of the road, was initially constructed in 1970, and has a firm capacity of 44 MGD.

The new water treatment facility will be constructed to meet a 30 MGD demand in 2025 and then be expanded to meet up to a 60 MGD capacity in future years. The new water treatment facility is located about 1.6 miles to the northeast of SWTF. The site of the new water treatment facility is about 100-feet lower in elevation than the SWTF site. It is the City's plan for the new water treatment facility to fully replace SWTF in 2040, when SWTF reaches the end of its useful life. For now SWTF will produce potable water for a number of years after 2025 as PWU gradually transitions SWTF out of service.

Design of a raw water pipeline that will deliver water to the new water treatment facility is currently under contract with Burns & McDonnell. Burns & McDonnell is also designing the first leg of fiber optic communications to the new water treatment facility. Design of the water treatment facility is under contract with CDM Smith.

Potable Water Distribution System: SWTF delivers potable water directly to the High Service Pump Station (HSPS) clearwell. The HSPS draws water from the clearwell and pumps it into pressure zone 1 serving approximately 80% of the City's potable water distribution customers.

The City intends for the new water treatment facility to have its own high service pump station and storage tanks located on the water treatment facility site. As the new water treatment facility comes on line and expands in its capacity in stages over the next several years, SWTF's rate of finished water production will correspondingly decrease.

The Existing Clearwell and HSPS: The City has not identified if or how the existing clearwell and/or HSPS will serve a purpose in the City's potable water storage and distribution system as SWTF will decrease its potable water production and ultimately be taken fully off-line. An alternatives evaluation of potential future uses for the clearwell and HSPS, to include potable water storage, raw water storage, or other uses is included as part of this work.

Sanitary Sewer Collection System: The new water treatment facility site will require the design and construction of a sanitary sewer pipeline to convey treatment facility wastewater coming from restrooms, showers, and kitchenettes (not water treatment facility process flows). The new sanitary sewer will tie into the BDC interceptor sewer system. BDC Interceptor sewer is located immediately east of the new water treatment facility site. It's proximity to the new water treatment facility offers a short and very direct tie-in location for the site's wastewater connection. A conceptual alignment is provided on Exhibit C.

Communications: SWTF is the SCADA communications center for the City's numerous utility and water resource field stations. The new water treatment facility will ultimately become the new SCADA center for the City's utility and water resource field stations. Remote station communications to SWTF are looped, providing reliability should one avenue of the

communications branch fail. Similarly, the new water treatment facility will require reliable looped communications with the City's utility and water resource field stations. The first leg of looped SCADA communications to the new water treatment facility was included with the raw water pipeline project scope of work Burns and McDonnell is designing. This RFP includes the second leg of looped SCADA communications to the City's utility and water resource field stations.

Xcel Energy: There is neither electric nor gas service on or near the new water treatment facility site. This project's design and construction effort includes facilitating and coordinating the delivery of Xcel Energy services to the new water treatment facility site, meeting the treatment facility's construction and operations timeline.

Existing Right-of-Way, Adjoining Properties, and Site Considerations: There are rights-of-way, common travel routes, and notable crossings that lie in and around the general project area. Those areas include US Highway 36 right-of-way, the US Highway 36 bike trail, Farmers' Highline (FHL) Canal prescriptive easement, abandoned Niver Canal, and Big Dry Creek and smaller branching drainages. The Burlington Northern Santa Fe (BNSF) right-of-way is not far from the project area, and a BNSF RR crossing is unlikely to be required for this project.

The new water treatment facility site lies on the east side of Westminster Boulevard. Westminster Boulevard is a frequently traveled minor arterial that connects 92nd Avenue and 104th Avenue, both of which are major arterials. Other minor arterials, collectors and local roadways intersect the section of Westminster Boulevard between 92nd Avenue and 104th Avenue. Residential neighborhoods located on these adjacent smaller roadways generate routine daily traffic activity on and around Westminster Boulevard.

In addition to residential neighborhoods, the new water treatment facility site is bounded on the south and east by open space and trails systems. Open space and trails also lie in other areas along Westminster Boulevard between 92nd Avenue and 104th Avenue. Parks and Open Space land have predetermined square-foot costs applied for temporary and permanent utility easements. Those fees get charged directly to PWU capital improvement funds and often amount to sizeable costs to utility projects.

Private property, located north of the new water treatment facility site, slated for potential future development, is not expected to agree to temporary or permanent easements for this project.

The City's Streets Division also charges street-cut fees to projects that impact asphalt or concrete roadway pavement. Street cut fees can amount to tens or even hundreds of thousands of dollars of cost to City capital improvement projects. Like any other cost, street cut fees are impactful to capital improvement construction budgets. We therefore are deliberate in taking street cut fees into account when selecting alternative horizontal alignments.

2. PROJECT DESCRIPTION

Utilities: The City is designing a new water treatment facility northeast of the 98th Avenue and Westminster Boulevard intersection that is scheduled to start delivering finished water in 2025. This project will provide design, and bidding services to deliver potable water from the new water treatment facility to Westminster's distribution system. Associated potable water system improvements and other utility work will also be include in the engineering design deliverables. Upon the successful completion of the design and bidding phase, the City would amend the engineering services agreement with the Consultant for engineering services during construction.

Along with the potable water line design, the project will analyze alternatives for repurposing the HSPS and clearwell. As the new water treatment facility comes on line, SWTF treated water production will be scaled back and the HSPS and clearwell will also receive less water from SWTF. The City is looking for this project to evaluate how the HSPS and clearwell will best serve the City

as SWTF treated water production is scaled back over the next several years. Consideration needs to be given to water quality as SWTF decreases treated water production as well as potential costs and benefits of having the new treatment plant deliver water to the clearwell from the new water treatment facility. Is there an opportunity to repurpose the clearwell and HSPS for raw water storage that would make sense for the utility or would it be best to decommission the HSPS and clearwell along with SWTF?

This project will also provide design, bidding, and construction services for supporting utilities. Supporting utilities include a sanitary sewer pipeline and the second leg of the SCADA communications link for the City's utility and water resource field stations. This second leg will provide fully looped communications to the new water treatment facility. The City's utility and water resource field station communications structure links communications between the City's field stations and central communication sites. The central communication sites share data with each other through broadband communication pathways. This project will establish the second pathway connecting the central communication sites with the new water treatment facility.

Hydraulic modeling will be done by HDR Engineering. Hydraulic modeling of the potable system will include the alternative potable water alignments as well as modeling for distribution system water quality. Hydraulic modeling of the potable system will also be required for evaluating how and if the HSPS and clearwell can be repurposed as part of the new potable water distribution system as the SWTF is ultimately taken out of commission. Additional hydraulic modeling is included to potentially provide an enhanced pressure zone 1 pipeline that would provide moderately increased water pressures to three residential subdivisions currently located in pressure zone 1. This would be accomplished with a second, smaller potable water pipeline that would extend from the new water treatment facility down to Westminster Boulevard to 92nd Avenue. The three subdivisions lie on the east and west sides of Westminster Boulevard between 92nd Avenue and Farmers' High Line Canal. The modeling effort includes modeling modifications to the existing distribution system needed to create the new enhanced pressure zone 1. Hydraulic modeling of the raw water system will be limited to consideration for repurposing the HSPS and clearwell for raw water storage. Sanitary sewer hydraulic modeling will be based on the new water treatment facility's buildout wastewater flows and will not include process flows.

Engineering services also include being the primary contact, facilitating delivery of Xcel Energy's utilities services to the water treatment facility site. Aspects of this task include initiating permitting and design work with Xcel Energy, and coordinating Xcel's utilities design and construction activities with the City's new utilities and existing infrastructure. This task also includes managing construction schedule to insure Xcel Energy's and City utilities construction, meet timeline requirements of the new water treatment facility.

Related Services: Engineering services related to the design and construction of this utility project include permitting with Xcel Energy, CDOT Right-of-Way, FHL Canal Company, CDPHE Dewatering Permit, Land Disturbance, and Stormwater Permitting. Other possible permitting includes BNSF Railroad permitting, radio license permitting, and Nationwide Wetlands Permitting. Unless the project can be constructed entirely within Westminster and CDOT rights-of-way and existing City property and easements, land acquisition services will also be required. Any needed land acquisition services, would also be included in this scope of work.

Construction activities located outside of the roadway itself will mostly happen in un-irrigated upland vegetated areas. Upland revegetation and site restoration design, bidding, and construction oversight is included in the scope of work.

The Water 2025 program is also pursuing ENVISION certification. This project is inside the boundary of the Water 2025 program. ENVISION administrative work is included in the Water 2025 project. The Water 2025 work group team selected Envision Pathway A, Design and Construction. This project will evaluate costs and ENVISION credit, for alternative pipe materials. The level of effort in pursuing ENVISION credits will be limited to the construction area. The project lacks resources to pursue anything like drainage improvements or other betterments that go beyond the pipeline construction itself. For the purposes of this proposal, assume alternative pipe materials are the primary ENVISION credits this project will pursue.

Schedule: This project will likely have three separate bid packages.

Bid Package 1: Water Main, Sanitary Sewer, Communications

Bid Package 2: Site restoration of open space and trails areas.

Note: Bid Package 2, site restoration on open space areas, will be bid and managed by the City's Open Space Division.

3. OBJECTIVES OF PROJECT

- 1) Design and bid the potable water main that connects the new water treatment facility's finished water pipeline to Westminster's pressure zone 1 distribution system.
- 2) Design and bid a separate smaller pipeline from the new water treatment facility site for an enhanced pressure zone 1 system. The pipe will service three subdivisions located along Westminster Boulevard between 92nd Avenue and Farmers' High Line Canal. The small booster pump station that will provide the enhanced pressure zone will be designed by others.
- 3) Design and bid a sanitary sewer pipeline between the water treatment facility site and the Big Dry Creek interceptor sewer.
- 4) Design, bid, and construct the second leg of communications between the water treatment facility and the City's central communications system connected to field stations.
- 5) Facilitate and coordinate design and construction of Xcel Energy electric and gas service to the water treatment facility site to meet the project's timeline.
- 6) Conduct an alternatives analysis to repurpose the HSPS and clearwell. Include alternatives of for potable water storage and delivery as well as for raw water storage and delivery.
- 7) Provide hydraulic modeling for the potable water line design, the sanitary sewer design, alternatives for repurposing the HSPS and clearwell, and potable water sampling station locations.

4. GENERAL INFORMATION AND PROJECT SCHEDULE

- 1) Design and bid, having the potable water main that delivers finished water from the new water treatment facility to the City's distribution system in service by June, 2025.
- 2) Design and bid, having the second smaller water main that delivers enhanced pressure zone 1 water to Trend Wood, Franklin Square, and Madison Hill subdivisions in service by June, 2025.
- 3) Design and bid, having the sanitary sewer pipeline that conveys wastewater from the new water treatment facility to the BDC interceptor sewer in service by June, 2025.
- 4) Have Xcel Energy's electric and gas services delivered to the water treatment facility site by January 2025.
- 5) Complete the remaining objectives on this project by December 2025.

B. Minimum Scope of Services

Task Series 100 – Project Initiation, Coordination, and Management

- Design Kick-off meeting
- Invoicing
- Weekly Management task
- QA/QC review

Task Series 200 – Survey, potholing, utility locates, existing easements and right-of-ways (ROW) and Easements

- Field Data Collection Meetings
- Field Utility Locates
- Topographic Survey
- Potholing utilities allowance (\$100,000)
- Property Ownership and Easements Evaluation
- Environmental Studies – Threatened and Endangered Species, Wetlands Delineation, Prairie Dog Habitat Survey, Trees
- Plan sheets of existing utilities
- Does the City need to acquire temporary construction easements and permanent utility easements in any of the open cut construction areas
- What utility conflicts point to the potential need for relocating an existing utility
- Meetings: Four meetings (maximum)

Task Series 300 – Geotechnical Investigation placeholder (\$75,000)

- Consultant shall draft a Geotechnical Baseline Report (GBR) for the potable water main to be constructed as part of this project. The GBR is intended to set the baselines for geotechnical conditions anticipated to be encountered during underground construction. Prepare the GBR in general accordance with the latest version of the Guideline for GBRs developed by the Underground Research Council. It shall also include recommendations on backfill materials and trench dewatering, bearing capacities for appurtenant structures, and soil resistivity information. The GBR shall be included in the contract documents and in the bidding documents.
- Tunneling alternatives – Evaluate alternative methods for trenchless methods of construction at major crossings. Evaluation shall include constructability, cost, access and maintenance.
- Dewatering Design – Evaluate groundwater conditions as part of the geotechnical investigation to include groundwater monitoring wells. Provide groundwater management design deliverables as part of the construction documents. Conduct desktop study of potential issues with State-identified contamination sites that could be proximate to the project pipeline areas.

Task Series 400 – Hydraulic Modeling will be done by HDR Engineering (\$104,166)

- Model the Potable Water Distribution System by tying into 2 possible alternate locations:
 - 1) Pressure zone 1 in the vicinity of 92nd Ave and Westminster Blvd
 - 2) Pressure Zone 1 in the vicinity of 98th Ave and Sheridan Blvd
 - 3) Hydraulic modeling for locations of new potable water quality test stations as required by the State
- HSPS and Clearwell
 - 1) Model HSPS and clearwell operations with SWTF operating at staged decreasing production rates over the next several years.
 - 2) Model the City's distribution system with and without tying the new water treatment facility's potable pipeline into the HSPS clearwell.

- Deliver a high-level evaluation technical memo confirming whether or not there is opportunity to make modest enhancements to water pressures for Trend Wood, Franklin Square, and Madison Hill subdivisions with a smaller, second potable water pipeline that would deliver water in the vicinity of 92nd Ave and Westminster Blvd. This new pressure zone would be separate from the larger new main that will deliver pressure zone 1 water to the City's distribution system. It will also be separate from the future expanded pressure zone 3 and therefore would not require replacing the existing residential waterlines in these subdivisions. Design work will include establishing the boundary of the new pressure zone, design of boundary valves, and modifications to existing distribution system required for the new pressure zone. The booster pump station will be located at the new water treatment facility site. Designing the booster pump station for this enhanced pressure zone will be done by others.
- Model sanitary sewer flows:
 - 1) Determine water treatment facility wastewater flow to size the sanitary sewer pipe.
 - 2) Model contributing flows to BDC interceptor sewer capacity using project area buildout flows.

Task Series 500 – Preliminary Design – Maximum of (8) meeting

- Water Main – Two conceptual alignments are provided. The engineer will provide a minimum of four preliminary horizontal alignments based off of the conceptual alignments. Preliminary alignments will be completed with sufficient detail to provide 30% and 70% cost estimates.
 - 1) Deliverable includes pipe size and pipe material evaluation technical memorandum
 - 2) Coordination with CDM Smith identifying site tie-in location at the new treatment facility
 - 3) Provide 30% and 70% cost estimates. Cost estimates shall be based on current Colorado Front Range construction contractors' construction costs for similar project work. Cost estimates include:
 - a. Pipeline construction cost
 - b. Pavement replacement cost
 - c. Street cut fees
 - d. Open Space shared use cost, if any
 - e. Site restoration
 - f. Temporary and/or permanent utility easements, if needed
 - g. Other

The preferred alignment will be selected for final design and construction after reviewing the 70% cost estimate and design deliverables.

- HSPS and Clearwell – Deliver a technical memo with decision support matrix weighing the costs and benefits of repurposing the HSPS and clearwell for potable water from the new water treatment facility as well as for raw water storage as SWTF will be taken fully out of service in the coming years.
- Design an enhanced pressure zone 1 water main with a second, smaller pipe that will deliver water from the new water treatment facility site south in Westminster Boulevard to Trend Wood, Franklin Square, and Madison Hill subdivisions in the general vicinity of Westminster Boulevard and 92nd Avenue. Design the enhanced pressure zone 1 boundary area within the existing pressure zone 1 distribution system, providing boundary valves, and other modifications to the existing distribution system to create the new pressure zone.
 - 1) Deliverable includes pipe size and pipe material recommendations
 - 2) Design of new pressure zone boundary
 - 3) Coordinate with CDM Smith on pump station design and pipeline design

- 4) Provide 30% and 70% cost estimates. Cost estimates shall be based on current Colorado Front Range construction contractors' construction costs for similar work. Cost estimates include:
 - a. Pipeline construction cost
 - b. Modifying the existing distribution system for the enhanced pressure zone 1 boundary construction cost
 - c. Pavement replacement cost
 - d. Park or Open Space shared use cost, if any
 - e. Site restoration
 - f. Temporary and/or permanent utility easements, if needed
 - g. Other
- Sanitary Sewer – One conceptual alignment is provided. The engineer will provide a minimum of two preliminary horizontal alignments. Preliminary alignments will be completed with sufficient detail to provide 30% and 70% cost estimates.
 - 1) Deliverable includes pipe size and pipe material recommendations
 - 2) Size the sanitary sewer pipe for the treatment facility's build out condition
 - 3) Evaluate future developable sites to confirm there's sufficient fall for gravity flow to the conceptual sanitary sewer alignments
 - 4) Coordinate with CDM Smith on invert elevation(s) to service the new water treatment facility and placement of the receiving manhole(s)
 - 5) Provide 30% and 70% cost estimates. Cost estimates shall be based on current Colorado Front Range construction contractors' construction costs for similar work. Cost estimates include:
 - a. Pipeline construction cost
 - b. Pavement replacement cost if any
 - c. Street cut fees
 - d. Parks or Open Space shared use cost, if any
 - e. Site restoration
 - f. Temporary and/or permanent utility easements, if needed
 - g. Other

The preferred alignment will be selected for final design and construction with the 60% cost estimate and design deliverables.
- Communications – Develop and analyze a maximum of three alternative conceptual alignments to include fiber optic communications, and line-of-sight for radio communications to the City's SCADA communications center. The three alternatives must include at least one fiber optic and at least one radio communications alignment.
 - 1) Use GIS level line-of-site evaluation for radio communications for initial evaluation
 - 2) Existing City fiber optic system evaluation
 - 3) Alternatives evaluation to include cost, reliability, technology alternatives, longevity, and communications security.
 - 4) Preliminary design deliverable include 30% and 70% design deliverables
 - 5) Provide 30% and 70% cost estimates. Cost estimates shall be based on current Colorado Front Range construction contractors' construction costs for similar work.
 - 6) City's preferred sub-consultant for radio communications is KNS Communications
 - 7) City's preferred fiber optic sub-consultant is Advanced Fiber Response, Inc. (AFR)
- Xcel Energy – Electric conduit and gas pipeline conceptual horizontal alignments so they can be integrated into the project's utility design.

- Provide 30% and 70% cost estimates. Cost estimates shall be based on current Colorado Front Range construction contractors' construction costs for similar work. Cost estimates include:
 - 1) Fiber optic or radio 70% construction drawings
 - 2) Fiber optic related pavement replacement cost
 - 3) Fiber optic related street cut fees
 - 4) Open Space shared use cost
 - 5) Site restoration
 - 6) Temporary and/or permanent utility easements, if needed
 - 7) Radio license cost
 - 8) Material and construction costs
 - 9) Other
- Service requirements:
 - 1) Electrical service to the water treatment facility must be in a looped configuration
 - 2) Does the demand from the built-out water treatment facility and future developments adjacent to the water treatment facility require an electrical sub-station
 - 3) Gas service: The water treatment facility design team is evaluating options for zero natural gas demand to the water treatment facility.
 - a. Provide cost estimate to the project if Xcel Energy were to provide gas service to the water treatment facility
 - b. Confirm if it's economically reasonable for the City to have gas service to the site
 - 4) Coordinate with CDM Smith on:
 - a. Phase and voltage requirements services needed
 - b. Placement of Xcel Energy transformer on the water treatment facility site
 - c. Timing to provide services
 - d. Xcel Energy application to manage and execute dry utilities design and construction
 - e. Coordination Xcel's design team to accommodate their utilities design with the water, sanitary sewer, and communications buried utilities
- Specifications – Table of Contents

Task Series 520: ENVISION Allowance \$8,000: Envision tasks are being undertaken by CDM as part of the Water 2025 Program. This project is included inside the Water 2025 boundary and therefore is included in CDM's work. The selected consultant for this project will provide a cost analysis and ENVISION credit evaluation on alternative pipe materials and other Envision credits that are applicable.

Task Series 530: State Revolving Funds: This project will pursue funding through State Revolving Funds (SRF) for construction. As part of the design effort, the Consultant will provide reports, studies, documentation and associated requirements for funding projects through SRFs.

Task 600 - Final Design Drawings – 90% Drawings, plan and profile drawings with existing utilities, stormwater and waterways shown and list of all standard and unique details, grading plans, embankment cross sections, stormwater management plan sheets, conceptual approach and layout for construction staging and storage, conceptual plan for dewatering, concept plan for traffic control, identify utilities requiring relocation

- Specifications – 90% and 100%
- Traffic Control Plan
- Cost estimates shall be based on current Colorado Front Range construction contractors' construction costs for similar project work. Cost Estimate at 30%, 70% and final 100%
- Estimated street cut fees – 100%

- Estimated Open Space / Parks shared use costs – 100%
- Land Acquisition, if required – 90%
- Final Design review meetings – Five meetings (maximum)
- Recommended short list of contractors suitable for this work

Task Series 700 – Permitting & Stakeholder Communications Plan

Prepare Permitting Management Table

Corps of Engineers Wetlands permitting, CDPHE dewatering permitting, CDOT right-of-way permit, FHL Canal Company, City of Westminster permitting, other.

Prepare Stakeholder Communication Plan and Critical Path Schedule

Task Series 800 – Land Acquisition

Land acquisition for permanent and temporary utility easement will be needed where the construction activities, staging and storage happen outside of the right-of-way or outside of City property. Land acquisition services include drafting easement agreements for City review, providing legal descriptions, and being the City's representative in carrying out interactions with property owner, negotiations, acquiring signatures, and delivering the easement.

Task Series 900 – Public Outreach

Prepare poster board drawings of detours, eight (8) maximum.

Provide a maximum of two (2) conceptual drawings of restored open space areas

Attend a maximum of two public meetings

Task Series 1000 – 90% Construction Deliverables and Final 100% Design Deliverables

Construction Drawings – 90% and 100%

Cost Estimate (includes shared use costs, street cut fees, land acquisition, radio license costs) 100%

Construction Specification – 100%

Final Design review meetings – Five meetings (maximum)

Task Series 1100 – Bidding Phase (A minimum of two bid packages required, noted below)

- Produce Bid Documents
- Distribute Bid Documents to Contractors
- Answer Questions
- Draft and distribute Addenda
- Pre-bid meeting: Engineer runs the meetings
- Attend bid opening
- Validate bids for responsiveness
- Bid Tabulation
- Recommend bid winner
- Deliver Conformance Drawings & Specifications

Note: Open Space restoration shall be delivered as a separate bid package as City Parks & Open Space Department will manage the restoration contract separately with their own contractor.

Task Series 1200 – An amendment to the engineering services agreement will be issued for Engineering Services during Construction, subject to successful completion of the design phase.

- Pre-construction meeting
- Shop drawing review and management

- Weekly construction progress meetings
- Construction observation and resident project representative services during construction
- Daily construction progress reports with photographs
- Stormwater management observation and review
- Respond to Requests for Information (RFIs), Field Orders, and Change Orders
- Pay application review and approval
- Weekly contractor's redline mark-up for as-built drawings review and sign-off
- Ongoing coordination with City to include Utility Operations, Streets, and Parks and Open Space Staff
- RTD coordination
- Deliver Record Drawings

III.

INSTRUCTIONS AND PROPOSAL REQUIREMENTS

DATE: March 4, 2021

Project: 98th Ave Potable Water Pipeline and Supporting Utilities

Project Manager: STEPHANIE BLEIKER
City of Westminster
4800 W. 92nd Avenue
Westminster, CO 80031
Email: SBLEIKER@CITYOFWESTMINSTER.US
Phone: 303-658-2174

Planned Proposal Schedule:

- RFP Issued to Consultants: March 4, 2021
- Pre-Proposal Meeting: March 11, 2021 2:00 PM
- Proposal due date: March 30, 2021 12:00 PM
- Consultant Selection: April 5, 2021
- Execution of Contract and Project Initiation: June 29, 2021

PART 1 - INSURANCE REQUIREMENTS

The Successful Consultant shall carry the insurance specified in Section 13 of the Standard Form of Agreement for Construction Design Services, which is included as Exhibit A with this request for proposal, and shall submit proof of such insurance when delivering the executed Contract to the City of Westminster. The City shall be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this project shall be sent or delivered to Public Works and Utilities, Attention: STEPHANIE BLEIKER.

PART 2 - DEFINED TERMS

Terms defined in Section 1.1 of the Standard Form of Agreement for Construction Design Services shall have the same meaning when used in this RFP. In addition, the following other terms are defined below:

2.01 “Addenda” or “Addendum” means a clarification or modification to this RFP issued by the City according to Section 6.01 of these instructions.

2.02 “Agreement” means the Standard Form of Agreement for Construction Design Services, which is included as **Exhibit A** to this request for proposal.

2.03 “Consultant” or “Consultants” means engineering firms responding to this RFP.

2.04 “Project Manager” means Stephanie Bleiker, Senior Engineer, City of Westminster.

2.05 “RFP” means this request for proposal, dated March 4, 2021, for the 98th Ave Potable Water Pipeline and Supporting Utilities Project.

2.06 “Successful Consultant” means the best qualified, responsible Consultant to whom the City makes an award on the basis of the City's evaluations as hereinafter provided.

PART 3 - CONTRACT DOCUMENTS

3.01 Project Background, Description and Minimum Scope of Services are included in Section II of this RFP. Please specifically note any proposed deviations or exceptions from these requirements. If no deviations or exceptions are noted, Consultants will be expected to provide the project requirements set forth therein.

3.02 The Agreement is included as **Exhibit A** of this RFP. **The Consultant will be expected to sign the Agreement in the same form as presented in Exhibit A of this RFP packet.** except that the Agreement will be modified to reflect the actual scope of services being provided. **A request for changes or modifications to the Agreement may result in a disqualification of the Consultant.** The submission of a proposal constitutes Consultant's acceptance of all of the terms and conditions of the City's form of Agreement that is included with this RFP. The City reserves the right to negotiate optional additional design items with the Successful Consultant.

3.03 Payment under the Agreement shall be according to Articles 5 and 6 of the Agreement. The City will not reimburse the Successful Consultant or other Consultants for any expenses incurred in preparing proposals in response to this RFP.

3.04 The City, in making the Agreement available on the above terms, does so only for the purpose of obtaining design proposals and does not confer a license or grant for any other use.

3.05 RFPs not obtained from the City or, if applicable, from the City's online bid platform, DemandStar, may be incomplete or inaccurate.

PART 4 - QUALIFICATIONS OF CONSULTANTS

4.01 All Consultants must be prepared to submit, within five days of the City's request, written evidence of their qualifications to perform as represented in their proposal. In determining the Consultant's qualifications, the following factors will be considered: (a) projects previously completed by the Consultant; (b) staff and resources available; (c) recent financial statement relative to resources, including cash and bank credits available; (d) whether the Consultant maintains a permanent place of business; and (f) whether the Consultant has appropriate technical experience. Each Consultant may be required to show that it has handled similar projects and that no just claims are pending against such projects. No proposal will be awarded to a Consultant who is engaged on another project that would impair its ability to perform or finance this project for the City.

No agreement will be awarded to any person, firm, or corporation that is in arrears to the City, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City or that is deemed irresponsible or unreliable by the City.

4.02 Evidence of Consultant's qualification to do business in the State of Colorado may be required.

4.03 Consultants will be required to establish to the satisfaction of the City the reliability and responsibility of any proposed sub-consultants pursuant to the criteria set forth in these Instructions and Proposal Requirements. Prior to the award of the Agreement, the City will notify Consultant in writing if the City has reasonable objection to any proposed sub-consultants. In this event, Consultant may, at its option, (1) withdraw its proposal, or (2) submit a substitute sub-consultant acceptable to the City with an adjustment in the proposal to cover any difference in cost. The City may, at its discretion, accept the adjusted proposal.

PART 5 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

5.01 Before submitting a proposal, each Consultant should perform the following as applicable: (a) examine the RFP and project requirements thoroughly; (b) visit the site or sites to become familiar with local conditions that may, in any manner, affect cost, progress or performance of the project; (c) familiarize itself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the project; and (d) study and carefully correlate observations with the RFP requirements.

5.02 Upon request, the City will provide each Consultant access to the site or sites to conduct such investigations and tests as each Consultant deems necessary for submission of its proposal.

5.03 Submission of a proposal will constitute an incontrovertible representation by the Consultant that it has complied with every requirement of this Part 5 and that the RFP requirements are sufficient in scope and detail to indicate and convey understanding of all applicable terms and conditions.

5.04 If a meeting with City Staff or City-paid consultants is desired to review the project prior to submitting a proposal, Consultant should contact the Project Manager at least twenty-four hours in advance, Monday through Thursday, to make an appointment. Such requests will be accommodated on a time-available basis only.

PART 6 - INTERPRETATIONS AND GOVERNING LAW

6.01 All questions regarding the meaning or intent of this RFP should be submitted **IN WRITING ONLY VIA EMAIL** to the Project Manager. Only questions answered by formal written Addenda to this RFP will be binding. Oral and other interpretations or clarifications will be without legal effect and will NOT be considered in awarding the project. Addenda will be mailed or delivered to all parties recorded by the City as having received the RFP. It shall be each Consultant's responsibility to make inquiry as to Addenda that have been issued. All Addenda shall become part of this RFP, and all Consultants shall be bound by such Addenda, whether or not received by the Consultant.

6.02 All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Consultant and project throughout the project and are incorporated herein by reference. The Agreement with the selected Consultant, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of Westminster and the laws of the State of Colorado.

PART 7 - BASIS FOR EVALUATION OF PROPOSALS AND AWARD OF PROJECT

The City does not discriminate on the grounds of race, religion, color, age, sex, disability, or national origin in consideration of an award. Disadvantaged business enterprises are afforded a full opportunity to submit proposals.

The award will be made to the best, most qualified responsible Consultant meeting the proposal requirements unless City Council determines, after reviewing the City Manager's report, that the public interest would be better served by accepting a specific proposal. In determining whether the public interest would be better served by accepting a specific proposal, the following factors shall be considered:

1. The Consultant's skill, ability, and capacity to perform the services required;

2. Whether the Consultant can perform the services within the time period specified, without delay or interference;
3. The Consultant's character, integrity, reputation, judgment, experience and efficiency;
4. The quality of the Consultant's previous performance with the City;
5. The Consultant's previous and current compliance with statutes, ordinances and rules relating to the project;
6. The sufficiency of the Consultant's financial resources necessary for the performance of the project;
7. The Consultant's ability to provide future maintenance or service;
8. The number and nature of any conditions attached to the proposal;

In addition, the proposals will be evaluated on the Consultant's experience, project understanding and approach. Based on the preliminary review of the proposals, Consultants may then be interviewed prior to selection.

The following is a list of the criteria that may be used in the award of this project:

Category	Available Points
1. Response to specific requirements in RFP, clarity and presentation of proposed scope, tasks and fee.	[20]
2. Consultant's background and expertise in completing projects of similar size, scope, and complexity.	[20]
3. Consultant's references related to the ability to complete project requirements on schedule and within budget.	[10]
4. Consultant's reputation with the City and familiarity with City codes, policy, procedures, and regulations.	[10]
5. Professional background and experience of each key person of the project team.	[15]
6. Key team member availability and commitment to the project.	[10]
7. Fee schedule and hourly rates for staff assigned to this project relative to their experience level.	[15]
Total Possible Score	100

Upon recommendation of the City Manager, the City Council may reject all proposals when it determines that such action is in the public interest.

PART 8 - CONTRACT TIME

8.01 The number of days within which the requested design is to be completed shall be negotiated prior to execution of the Agreement and made part thereof. The City's initial, non-binding estimate of the time for performance is 12 months.

PART 9 - PROPOSAL CONTENTS AND FORMAT

9.01 Each proposal should not exceed 15 pages of text and figures (at 12 point font). Cover letters and resumes in an appendix to the proposal do not count toward the proposal page limit. Proposals must specifically include the following, at a minimum:

1. Consultant's fee proposal, including hourly rates for project team members and estimated hours for each individual who will be involved in the project. Total fee shall include sub-consultant costs and expenses. Please submit in Excel spreadsheet format.
2. Response to the requirements in the RFP and an approach that clearly indicates understanding of the project scope and City's goals and expectations.
3. Consultant's specialized experience relevant to the project. A history of successful projects with any proposed sub-consultants and the specific roles and responsibilities that each sub-consultant will be providing.
 - a. Submit detailed information on project team's prior experience with projects of this type, size and scope.
 - b. Submit ways in which the Consultant developed innovative solutions to project concerns and how the solutions effectively solved the concerns.
4. Recent and relevant project experience in the Colorado region or in other regions of the United States for design projects of similar size, scope, and complexity. Positive reference feedback regarding past project performance and the performance of individuals proposed for the project team. References for previous work on similar projects (minimum of three similar projects within the last five years); include contact person and telephone number.
5. Experience of each of the members of the team, their primary office location and their qualifications.
 - a. Detailed information on each team member's experience with the type of design work requested here.
 - b. Resumes of key personnel that will be actually involved in the project and availability of local staff.
6. Project schedule that demonstrates clear understanding of the project and the ability to meet the City's targeted completion dates.
 - a. Provide a project schedule that includes the tasks outlined in the Minimum Scope of Services, included in Section II of this RFP.
 - b. Include project milestones.
7. Total level of effort and fee relative to the proposed approach. Consultants are to provide a cost breakdown and level of efforts with other direct costs (ODCs) for each task in the Minimum Scope of Services included in Section II of this RFP. Include any additional or optional services deemed appropriate for City consideration.

9.02 Proposals must be completed in ink or by typewriter, and each Consultant must submit the proposal with a complete Certification Page (see **Exhibit B** to this RFP) in its usual signature by an authorized representative.

1. For corporations, the Certification Page must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
2. For partnerships, the Certification Page must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
3. For joint ventures, the Certification Page shall be signed by each participant in the joint venture or by an authorized agent of each participant, and accompanied by evidence of authority to sign.
4. The names of all persons signing must also be legibly printed or typed below the signature. A proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the proposal of the individual signing. When requested by the City, evidence of the authority of the person signing shall be furnished.
5. The full name of each person or company interested in the proposal shall be listed on the Certification Page.

9.03 The proposal shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be specified by Consultant.

9.04 No alterations in proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Consultant. If initialed, the City may require the Consultant to identify an alteration so initialed. No alteration in any proposal shall be made after the proposal has been submitted.

9.05 The address and phone number to which communications regarding the proposal are to be directed must be shown.

9.06 All prices must be written in words and expressed in figures. Discrepancies between words and figures will be resolved in favor of the words. The proposal cost must cover all work to be done and all material to be furnished to fully complete the project as described in the Minimum Scope of Services, Section II of this RFP. The cost of appurtenant items such as material and equipment not listed separately shall be considered as included.

9.07 The Consultant may be provided confidential information. Complete confidentiality must be maintained regarding City information and data. Signing of a confidentiality agreement may be required by the Successful Consultant.

9.08 The City is exempt from City, State, and Federal sales/excise taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item in the proposal.

PART 10 - SUBMISSION OF PROPOSAL

10.01 If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "PROPOSAL ENCLOSED" on the face thereof.

10.02 Proposals shall be submitted prior to the time and date set for receipt of proposals as indicated in these Instructions and Proposal Requirements, or the modified time and date as indicated by Addendum. Proposals received after the time and date set for receipt of proposals will not be considered. Consultant shall assume full responsibility for timely delivery at the location designated for receipt of proposals; Consultants must allow adequate time for delivery of their proposal either by hand delivery, postal service, or other means.

10.03 Oral, telephone, or telegraph proposals are invalid and will not be considered. No Consultant may submit more than one proposal. Multiple proposals under different names will not be accepted from one firm or association. Evidence of collusion among Consultants shall be grounds for exclusion of any Consultant who is a participant in any such collusion.

10.04 All information submitted to the City by the Consultant is a public record, and may be subject to disclosure under the Colorado Open Records Act, Colorado Revised Statute § 24-72-101, et seq. **The Consultant shall clearly identify any portion(s) of its proposal that it believes constitutes trade secrets, privileged information, and/or confidential commercial, financial, geological or geophysical data which may not be subject to disclosure under the Colorado Open Records Act.**

10.05 To the extent required by C.R.S. § 8-17.5-102(1), by submitting a proposal, the Consultant certifies that at the time of proposal submission it does not knowingly employ or contract with an undocumented worker who will work under its proposal, and that the Consultant will participate in the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired to work under its proposal.

10.06 The City is a member of the Multiple Assembly of Procurement Officials ("MAPO"). As such, other Colorado municipalities that are members of MAPO may ask the Successful Consultant to extend to them the opportunity to purchase off the submitted proposal.

PART 11 - MODIFICATION AND WITHDRAWAL OF PROPOSAL

11.01 Proposals submitted early may be modified or withdrawn, subject to the Project Manager's discretion. Withdrawn proposals may be resubmitted until the deadline for submission of proposals.

PART 12 - OPENING OF PROPOSALS

12.01 Proposals will be opened by the Project Manager on the date and time specified in the Planned Proposal Schedule above. Thereafter, proposals will be evaluated by the Project Manager and other City staff. Proposals will be acted upon within approximately (60) days from the opening of the proposals.

PART 13 - NOT USED

PART 14 - AWARD OF PROJECT

14.01 The City reserves the right and discretion to reject any and all proposals, to waive any and all informalities or irregularities in the proposal process, and the right to negotiate Agreement terms with the Successful Consultant. The City may disregard all nonconforming, non-responsive or conditional proposals. Your attention is called to the fact that proposals that are not completed as directed in this RFP may be rejected without consideration.

14.02 In evaluating proposals, the City shall consider the qualifications of the Consultants, and whether or not the proposals comply with the prescribed requirements. The City reserves the right to reject the proposal of any Consultant who does not pass any such evaluation to the City's satisfaction.

14.03 The proposal of any Consultant that is in arrears to the City upon debt of contract or that is a defaulter, as surety or otherwise, upon any obligation to the City may be rejected.

14.04 If the Agreement is to be awarded, it will be awarded to the most qualified responsible Consultant, the evaluation of whom by the City indicates that the award will be in the best interest of the City.

14.05 If the Agreement is to be awarded, the City will give the Successful Consultant a notice of award within the time specified in this Section III of the RFP.

14.06 The Successful Consultant shall furnish the City with a proposed schedule and estimated monthly payments within ten (10) days after receipt of the notice of award.

PART 15 - SIGNING OF CONTRACT

15.01 When the City gives a notice of award to the Successful Consultant, it will be accompanied by unsigned counterparts of the Agreement and all other Contract Documents. The Successful Consultant shall execute the Agreement and deliver it, together with evidence of insurance to the City within ten (10) calendar days from the date of the notice of award. Failure to do so will be adequate and just cause for the annulment or cancellation of the award.

PART 16 - NO WAIVER; PROPOSAL BECOMES CITY PROPERTY

The City reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part such proposals where it is deemed advisable in protection of the best interests of the City.

Once submitted, a proposal becomes City property. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP.

CITY OF WESTMINSTER, COLORADO

By: _____

Printed Name: Stephanie Bleiker

Title: Senior Engineer

City of Westminster, Colorado
6575 W. 88th Avenue
Westminster, CO 80031
(303) 658-2174

Rev. 04/2019

EXHIBIT A TO REQUEST FOR PROPOSAL

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION DESIGN SERVICES

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THIS AGREEMENT is made and entered into _____,
between the **CITY OF WESTMINSTER**, a home-rule municipal corporation organized pursuant to the laws of the State of Colorado, located at 4800 West 92nd Avenue, Westminster, Colorado, 80031 (the "Owner") and _____, a **[ENTITY TYPE]** organized pursuant to the laws of the State of _____ (the "Engineer") (collectively, the "Parties") for the following Project: **[INSERT PROJECT NAME AND BRIEF DESCRIPTION]**.

The Owner and the Engineer agree as set forth below.

ARTICLE 1

DEFINITIONS

When used in this Agreement and the Contract Documents the following terms shall have the meanings assigned below. In addition, terms defined elsewhere in the Contract Documents shall carry their prescribed meaning herein and throughout the Contract Documents.

1.1 "Agreement" means and includes this document as well as all of the Contract Documents. This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended in writing only as permitted in paragraph 14.3 of this Agreement. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner, any sub-consultant, or any supplier of equipment or materials.

1.2 "Basic Services" means the Engineer's services described in Attachment 1, "Scope of Services," attached hereto and incorporated herein by this reference as well as those services described in this Article 2 of the Agreement below. "Basic Services" includes normal civil, structural, mechanical and electrical engineering services as well as administration of the eventual Construction Contract. Services that are not "Basic Services" are "Additional Services."

1.3 "Contract Documents" means and includes all of the following:

1.3.1 This Standard form Agreement for Construction Design Services, including any exhibits (hereinafter the "Agreement") and all addenda thereto issued prior to and all written modifications agreed to and signed by both Parties after execution of the Agreement as required by paragraph 14.3 of this Agreement. The Contract Documents also consist of the following documents issued pursuant to this Agreement: Notice of Award, Notice to Proceed, Certificates of Insurance, and Tax-Exempt Certificates issued pursuant to this Agreement.

1.3.2 The following proposal documents: Request for Proposals; Invitation to Submit Proposals; Project Background, Description and Minimum Scope of Services; and Instructions and Proposal Requirements.

1.3.3 The Construction Contract and all Drawings, Specifications, Addenda issued prior to and Modifications issued after execution of the Construction Contract, as well as all other documents listed in the Construction Contract. A Modification is (1) a written amendment to the Construction Contract signed by both Parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written Order for a Minor Change in the Work approved by the Owner.

1.3.4 The bidding documents issued prior to the award of the Construction Contract, including: Notice to Bidders or Request for Bids; Instructions to Bidders; Bid Proposal; Bid Schedule; and Bid Bond. The Contract Documents also consist of the following documents issued pursuant to the Construction Contract: Notice of Award, Notice to Proceed; Performance Bond; Payment Bond; Certificates of Insurance; and Tax-Exempt Certificates.

1.4 “Construction Contract” means the eventual agreement by and between the Owner and a general contractor selected after bidding (hereinafter the “Contractor”) in the form specified and required by the Owner, which contract will be executed following Engineer’s completion of the design development phase contemplated by this Agreement. “Construction Contract” includes the general and special conditions to the Construction Contract and all specifications incorporated therein.

1.5 “Project” means the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.6 “Project Manager” means the City employee identified in paragraph 14.2 of this Agreement.

1.7 “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Engineer and Contractor to fulfill the Engineer’s and the Contractor’s obligations for the completed construction required by the Contract Documents. The Work may constitute the whole or a part of the project.

ARTICLE 2

ENGINEER’S SERVICES AND RESPONSIBILITIES

2.1 SCHEMATIC DESIGN PHASE

2.1.1 The Engineer shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review its understanding of such requirements with the Owner.

2.1.2 The Engineer shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other.

2.1.3 The Engineer shall review with the Owner alternative approaches to design and construction of the Project.

2.1.4 Based on the mutually agreed upon program and Project budget requirements, the Engineer shall prepare, for approval by the Owner and in a format acceptable to the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.1.5 The Engineer shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

2.2 DESIGN DEVELOPMENT PHASE

2.2.1 In coordination with the Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Engineer shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, outline specifications, and such renderings and models as may be authorized by Owner under Article 5.1.5, and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.2.2 The Engineer shall submit to the Owner a further Statement of Probable Construction Cost.

2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1 In coordination with the Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Engineer shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.3.2 The Engineer shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the conditions of the Construction Contract, and the form of agreement between the Owner and the Contractor, with the understanding that the City's form of Construction Contract shall be used.

2.3.3 The Engineer shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

2.3.4 The Engineer shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.4 BIDDING OR NEGOTIATION PHASE

2.4.1 The Engineer, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall, assist in the following tasks to the extent requested by the Owner: obtaining bids or negotiated proposals for the Construction Contract; preparing the necessary bidding information; preparing bid forms; and preparing the General Conditions of the Construction Contract. The Construction Contract between the Owner and the Contractor shall be in the form specified and required by Owner.

2.4.2 On behalf of the Owner and in accordance with the requirements of the Contract, the Engineer will distribute bid sets, schedule pre-bid meetings, respond to requests for clarification to the Contract Documents, and prepare procedural and contractual documents for the inclusion in the Construction Contract specifications.

2.5 CONSTRUCTION PHASE -- ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.5.1 The Construction Phase will commence with the award of the Construction Contract and, together with the Engineer's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, will terminate sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

2.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Engineer shall provide the majority of tasks for the administration of the Construction Contract, with the assistance of the Project Manager, as set forth below and in the Construction Contract. It is understood that the Construction Contract's general conditions will be modified to conform to the

provisions of this Agreement and the Construction Contract, which modifications shall be subject to the Engineer's reasonable approval to the extent such modifications affect the Engineer's rights and responsibilities.

2.5.3 The Engineer shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 2.5.16.

2.5.4 The Engineer shall visit the Project site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Engineer in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents and overall design concept. However, the Engineer may be required to make more frequent Project site inspections to check the quality or quantity of the Work. On the basis of such observations, the Engineer shall keep the Owner informed of the progress and quality of the Work, and it shall be the responsibility of the Engineer to alert the Owner against defects and deficiencies in the Work of the Contractor.

2.5.5 Except as set forth in the Contract Documents, the Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

2.5.6 The Engineer shall at all times have access to the Work wherever it is in preparation or progress.

2.5.7 The Engineer shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents which shall be recommendations only, subject to the Owner's approval for payment. However, ultimate responsibility for the accuracy of the Contractor's Applications for Payment shall be Contractor's, not the Project Manager's or the Engineer's.

2.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Engineer to the Owner, based on the Engineer's observations at the site as provided in Subparagraph 2.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified subject to the Owner's approval. However, the issuance of a Certificate for Payment shall not be a representation that the Engineer has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

2.5.9 The Engineer shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Engineer shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract

Documents.

2.5.10 Interpretations and decisions of the Engineer shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Engineer shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.5.11 The Engineer's decisions in all matters, including claims, disputes and artistic effect, whether between the Owner and Contractor or between other parties to the Work, shall be made in accordance with the Construction Contract.

2.5.12 The Engineer shall have authority to reject Work which does not conform to the Contract Documents provided, however, if the Contractor disputes the rejection of any work and the correction thereof involves additional cost or time, the Owner has the option to accept such work regardless of its conformance to the Contract Documents. Whenever, in the Engineer's reasonable opinion, it is necessary or advisable for the implementations of the intent of the Contract Documents, the Engineer will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is at that time fabricated, installed or completed.

2.5.13 The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the items is a component.

2.5.14 The Engineer shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents.

2.5.15 The Engineer shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment. The Engineer shall also prepare for the Owner a list of observed items, materials or systems that require replacement or additional work by the Contractor.

2.5.16 The extent of the duties, responsibilities and limitations of authority of the Engineer, as the Owner's representative during construction, shall not be modified or extended without written consent of the Owner, the Contractor and the Engineer; provided, however, the Owner reserves the right to allow the Project Manager to act for the Owner during the construction phase and to supersede the Engineer's construction phase responsibility to the extent set forth in written notice to the Engineer. With respect to such superseded responsibilities, Engineer shall no longer bear responsibility in those areas unless, until, and only to the extent that the Engineer shall be redirected in writing to assume responsibility by the Owner. Except with respect to the authority granted to the Engineer herein, the Engineer shall not exercise any of its prerogatives or duties hereinabove enumerated in such manner as to increase the cost to the Owner of constructing the project without the Owner's prior written approval.

2.5.17 At the conclusion of the Construction Phase and based upon information furnished by the Contractor, prepare and furnish to the Owner a complete record set of Drawings and Specifications in hard copy and an electronic/digital format acceptable to the Owner depicting the Project as modified

during construction.

2.6 SUPPLEMENTAL DEFINITION OF BASIC SERVICES

To the extent required during each Phase of Basic Services, and as a part of Basic Services, the Engineer shall:

2.6.1 Furnish, to the extent necessary in his opinion, the services of soil engineers or other consultants. Such services shall include, as necessary, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining sub-soil, air and water conditions, with reports and appropriate professional recommendations.

2.6.2 Provide services to investigate existing conditions or facilities or to make measured drawings or other information furnished by the Owner as may be required by the Engineer in performing its services hereunder.

2.6.3 Provide, at the Owner's option, documents for alternate bids for the purpose of controlling the Construction Cost.

2.6.4 Prepare Change Orders resulting from deficiencies or conflicts in the Construction Documents.

2.6.5 Prepare additional drawings or modifications to approved Design or Construction Documents to effect cost reductions.

2.6.6 At the conclusion of each Phase of Basic Services, or at such other times as may be requested by Owner, furnish copies of requested Project documents in hard copy and in an electronic/digital format acceptable to the Owner.

2.6.7 As part of Basic Services, to the extent applicable under federal law, Engineer shall design the Project to comply with Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131, et seq., by incorporation *into the Project*, where appropriate, the 2010 ADA Standards for Accessible Design published by the U.S. Department of Justice, dated September 15, 2010, as may be amended from time to time.

2.7 ADDITIONAL SERVICES

2.7.1 When authorized by the Owner, the Engineer agrees to furnish or obtain from others, additional professional services in connection with the Basic Service due to changes in the Project or its design, subject to mutual agreement as to additional compensation pursuant to Paragraph 12.2.

2.8 TIME

2.8.1 All time limits stated in the Contract Documents and in this Agreement are of the essence. Upon request of the Owner, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Engineer.

ARTICLE 3

THE OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

3.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 3. The Owner shall, at the request of the Engineer, provide a statement of funds available for the Project, and their source.

3.3 Owner's Project Manager, as designated in Paragraph 14.2 of this Agreement, shall examine the documents submitted by the Engineer and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Engineer's services.

3.4 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents. However, it shall be the responsibility of the Engineer to determine when, which and the extent to which such tests, inspections and reports are necessary.

3.5 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect its interests at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

3.6 The services, information, surveys and reports required by Paragraphs 3.4 and 3.5 shall be furnished at the Owner's expense, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof.

3.7 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Engineer. It is specifically understood that Owner shall have no obligation to investigate for the purpose of becoming aware of faults or defects.

3.8 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Engineer's services and of the Work. It is the Engineer's responsibility to timely advise the Owner of all time requirements and constraints with respect to such approvals and decisions.

ARTICLE 4

OMITTED.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses include actual expenditures made by the Engineer and the Engineer's

employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs. Engineer shall submit in advance a budget of all anticipated reimbursable expenses which shall be subject to Owner's approval.

5.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Engineer and the Engineer's consultants.

5.1.3 Expense of data processing and photographic production techniques.

5.1.4 Expense of renderings, models and mock-ups requested by the Owner.

ARTICLE 6

PAYMENTS TO THE ENGINEER

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 Payments for Basic Services shall be made monthly and shall be in proportion to services performed on the basis set forth in Article 12.

6.1.2 If and to the extent that the Contract Time initially established in the Construction Contract is exceeded or extended by more than sixty (60) days through no fault of the Engineer, compensation for any Basic Services required for such extended period beyond said sixty (60) day period shall be computed as set forth in Paragraph 12.2.

6.2 PAYMENTS WITHHELD

6.2.1 No deductions shall be made from the Engineer's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractor or subcontractors, or on account of the cost of changes in the Work other than those for which the Engineer is held legally liable.

6.3 PROJECT SUSPENSION OR TERMINATION

6.3.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Engineer shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Engineer's compensation shall be equitably adjusted.

ARTICLE 7

ENGINEER'S ACCOUNTING RECORDS

7.1 Records of services that Engineer provides pursuant to this Agreement shall be kept in accordance with generally accepted accounting principles, and shall be available to the Owner or the Owner's authorized representative at mutually convenient times for not less than three (3) years following completion of the Work.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 All drawings and specifications prepared during the design, development and construction phases, but which are not included in the Contract Documents incorporated into the Construction Contract between the Owner and the Contractor (drawings and specifications prepared by Engineer, but excluded from the project prior to the establishment of the contract price) shall remain the property of the Engineer.

8.2 All other drawings and specifications prepared pursuant to this Agreement (drawings and specifications which become a part of the Contract Documents incorporated into the Construction Contract between the Owner and Contractor) shall be the joint property of the Owner and Engineer, provided, however, the rights of ownership shall be limited as follows:

8.2.1 The Owner may utilize the drawings and specifications with respect to construction, maintenance, repair and modification of the Project.

8.2.2 Owner may utilize the drawings and specifications with respect to another project if (a) the Owner engages the Engineer to perform engineering/architectural services with respect thereto at a reduced fee to be negotiated, or (b) the Owner engages another licensed engineer with respect to said project and agrees to hold the Engineer harmless and indemnify the Engineer from any claims arising out of Owner's subsequent use of said drawings and specifications.

8.2.3 Engineer may utilize any of the constituent parts of the drawings and specifications on any other project, except for any unique or distinctive engineering/architectural components or effects which taken independently or in combination would produce a project with substantially similar and distinctive features.

8.3 Engineer shall provide the Owner with a complete set of drawings and specifications in hard copy **and** in a electronic/digital format acceptable to Owner as required by paragraph 2.6.6.

8.4 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

ARTICLE 9

TERMINATION OF AGREEMENT

9.1 This Agreement shall terminate at such time as the work in Article 2 is completed and the requirements of this Agreement are satisfied, or upon the Owner's providing Engineer with seven (7) days advance written notice, whichever occurs first. In the event of termination not the fault of the Engineer, the Owner shall pay Engineer for all work previously authorized and completed prior to the date of termination.

9.2 If the Engineer defaults or fails or neglects to carry out the Project, or any part thereof, in accordance with the Contract Documents or fails to perform any provision of this Agreement, the Owner, after seven (7) days written notice to the Engineer and without prejudice to any other remedy he may have, may make good such deficiencies and may deduct the cost thereof, including compensation for any additional services made necessary thereby, from the payment then or thereafter due the Engineer. Or, at the Owner's option after said notice, Owner may terminate this Agreement and may finish the Project by whatever method he may deem expedient, and if the unpaid balance of the Basic Services compensation

exceeds the expense of finishing the Project, such excess shall be paid to the Engineer, but if such expense exceeds such unpaid balance, the Engineer shall pay the difference to the Owner.

ARTICLE 10

GOVERNING LAW AND VENUE

10.1 This Agreement shall be governed by the law of the State of Colorado and the Charter of the City of Westminster. This Agreement shall be deemed entered into in both Adams County and Jefferson County, State of Colorado, as the Owner is located in both counties. At the Owner's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Agreement or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county.

ARTICLE 11

SUCCESSORS AND ASSIGNS

11.1 The Owner and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other, except that the Owner may assign this Agreement to any affiliated party provided that the Owner shall nevertheless continue to be responsible for payment for all Basic Services and Additional Services incurred through the date of such assignment and Basic Services incurred thereafter. This restriction on assignment includes, without limitation, assignment of the Engineer's right to payment to its surety or lender.

ARTICLE 12

BASIS OF COMPENSATION

The Owner shall compensate the Engineer for the Scope of Services provided, in accordance with Article 6, Payments to the Engineer, and the other Terms and Conditions of this Agreement, as follows:

12.1 BASIC COMPENSATION

12.1.1 For Basic Services, as defined in paragraph 1.2 and paragraph 2.6 herein, and any other services included in Article 14 as part of Basic Services, Basic Compensation shall be according to the Engineer's fee schedule, as set forth in Attachment 2, attached hereto and incorporated herein by this reference, including Reimbursable Expenses as described therein. The maximum amount billable under this Agreement shall not exceed _____ (\$_____). The Engineer shall submit invoices to the Owner for services rendered during the preceding month, such invoices to be in such form and detail as shall reasonably be required by the Owner. Reimbursable Expenses shall be itemized. The Owner agrees to pay the Engineer within thirty (30) days of receipt of properly documented invoices.

12.2 COMPENSATION FOR ADDITIONAL SERVICES

12.2.1 For additional services of the Engineer, as described in Paragraph 1.2, and any other services included in Article 14 as part of Additional Services, but excluding Additional Services of consultants, compensation shall be estimated by the Engineer in the form of personnel time, subconsultant costs and

direct expenses, and shall be proposed in writing to the Owner. Requests for approval of Additional Services shall be made to the Owner within sixty (60) days of the date the Work constituting the Additional Services was initiated. The scope, nature and compensation for such Additional Services shall be agreed to and memorialized by the Parties through an addendum to this Agreement.

12.3 OTHER COMPENSATION PROVISIONS

The Owner and the Engineer agree in accordance with the Terms and Conditions of this Agreement that:

12.3.1 If the scope of the Project or of the Engineer's Services is changed materially, the amounts of compensation shall be equitably adjusted.

12.3.2 If the services covered by this Agreement have not been completed within (____) months of the date hereof, through no fault of the Engineer, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 13

INSURANCE, RISK CONTROL AND INDEMNIFICATION

The Engineer shall, during the term of this Agreement and until completion thereof, provide and maintain the following insurance coverages:

13.1 The Engineer shall file with the Owner a Certificate of Professional Errors and Omissions Insurance having minimum limits of one million dollars (\$1,000,000) for each claim and two million dollars (\$2,000,000) annual aggregate. Such Errors and Omissions Insurance shall have a deductible not in excess of twenty-five thousand dollars (\$25,000) self-insured, unless a greater amount has been approved by the Owner in writing. The Engineer shall be required to maintain and keep in effect said professional errors and omissions insurance coverage for the period of the appropriate statute of repose pertaining to such professional services as set out in the Colorado Revised Statutes, as amended.

13.2

<u>Type of Insurance</u>	<u>Minimum Limits</u>
--------------------------	-----------------------

<u>of Liability</u>

Standard Workers' Compensation

Statutory in conformance with and Employer's Liability including

the compensation laws of the

Occupational Disease Coverage

State of Colorado

Commercial General Liability

Insurance \$500,000 each person;

\$1,000,000 each occurrence

-or-
\$1,000,000 per occurrence
combined single limit

Comprehensive Automobile Liability

Insurance \$500,000 each person;

\$1,000,000 each occurrence

-or-
\$1,000,000 per occurrence
combined single limit

The Engineer shall provide a Certificate of Insurance listing the Owner as an additional insured under the Engineer's Automobile, Commercial General and Comprehensive Automobile Liability policies. Additional insured coverages shall include products and completed operations coverage. The Engineer shall effect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under this Agreement, Engineer shall deliver to the Owner Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect and will not be altered or cancelled without the prior written approval of the Owner.

All liability insurance shall be broad form, shall include coverage for contractual liability, shall be occurrence-based, and shall specifically provide that all coverage limits shall be exclusive of costs of defense, including attorney fees. **It shall be an affirmative obligation of the Engineer to provide written notice to Owner within two days of the cancellation of or substantive change to any of the policies required in this Article 13 and failure to do so shall constitute a breach of this Agreement.** Nothing herein shall prevent Owner from requiring further and/or additional insurance to be provided by Engineer as the Owner may deem necessary.

13.3 To the fullest extent permitted by law and except for professional liability claims, which are addressed in the paragraph below, the Engineer agrees to indemnify, defend, and hold harmless the

Owner, its officers, and employees from and against all liability, claims, and demands, including but not limited to attorneys' fees, on account of any injury, loss, or damage arising out of, connected to, or resulting from the Project, if such injury, loss, or damage, or a portion thereof, is caused by the act, omission, or fault of the Engineer, any subcontractor of the Engineer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excluding any portion directly attributable to the Owner's own negligence, and only to the degree or percentage of negligence or fault agreed to be or adjudicated to be attributable to the Engineer, any subcontractor of the Engineer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

For professional liability claims, to the fullest extent permitted by law, the Engineer agrees to indemnify and hold harmless the Owner, its officers, and employees from and against all professional liability claims and demands, including but not limited to attorneys' fees, on account of any injury, loss, or damage arising out of, connected to, or resulting from the Project, if such injury, loss, or damage, or a portion thereof, is caused by the act, omission, or fault of the Engineer, any subcontractor of the Engineer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excluding any portion directly attributable to the Owner's own negligence, and only to the degree or percentage of negligence or fault agreed to be or adjudicated to be attributable to the Engineer, any subcontractor of the Engineer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

The Engineer further agrees to indemnify and hold harmless the Owner, its officers, and employees from and against all liability, claims, and demands, including but not limited to attorneys' fees, arising out of the implied warranty that Engineer has given to the Owner of the adequacy of the design and plans prepared by the Engineer, but excluding any portion of such liability, claims, or demands directly attributable to the Owner's own negligence. These obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that otherwise exists as to any party or person described in this Article 13.

13.4 In any and all claims against the Owner, its officers, or employees by any employee of the Engineer, any subcontractor of the Engineer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations under this Article 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Engineer or any subcontractor under the workers' compensation acts, disability benefit, acts or other employee benefit acts.

13.5 The Parties agree that any time the Engineer prepares any document for "the approval of the Owner," such approval does not mean that Owner is responsible for the accuracy, thoroughness, or judgment contained in the document. Owner does not waive the right to hold the Engineer responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the Owner is relying on the expertise of the Engineer.

ARTICLE 14

OTHER CONDITIONS OR SERVICES

14.1 All communications in writing required or permitted hereunder shall be delivered personally to the respective representatives of the Owner and Engineer set forth below or shall be mailed by registered mail, postage prepaid, return receipt requested (or airmail, if addressed to an address outside the city of dispatch). Notices hereunder shall be effective: if delivered personally, on delivery; if mailed to an

address in the city of dispatch, on the second day following the date mailed; and if mailed to an address outside the city of dispatch, when received, or on the seventh day following the date mailed, whichever is sooner. Until changed by written notice, all such notices and communications shall be addressed as follows:

Engineer

Owner

14.2 Unless notification is otherwise given in writing, the Project Manager shall be [\[INSERT EMPLOYEE NAME\]](#), and the Engineer shall be represented by [\[NAME\]](#). The Engineer's representative is the party empowered by the Engineer to receive all notices and communications and to act in all respects for the Engineer to the extent of the Engineer's responsibilities herein.

14.3 This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer.

14.4 Engineer will take affirmative action to not discriminate against any subcontractor, employee or applicant for employment because of race, color, national origin, sex or disability, if otherwise qualified. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship. Engineer represents that it will require a similar affirmation of nondiscrimination in any contract it enters into with a subcontractor as part of the execution of this Agreement.

14.5 The Engineer hereby agrees to be joined in any arbitration or litigation between the Owner and the Contractor wherein the Engineer's responsibilities are at issue. The Engineer further agrees to indemnify and hold harmless the Owner and Owner's agents and employees against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the Owner's implied warranty of the adequacy of the design and plans prepared by the Engineer.

14.6 The Engineer will not subcontract any of the work to be performed under this Agreement without prior approval from the Owner. If the Engineer obtains such approval to subcontract work, the Engineer shall remain fully responsible for all work performed hereunder.

14.7 In the performance of the Services, the Engineer shall act as an independent contractor and not as agent of the Owner except to the extent the Engineer is specifically authorized to act as agent of the Owner.

14.8 The Engineer agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Engineer further agrees that in the performance of the Agreement, no person having any such interest shall be employed.

14.9 No official or employee of the Owner shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14.10 Neither party shall hold the other responsible for damages or delay in performance caused by acts

of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

14.11 The Engineer warrants that it will exercise in its performance of the Services the standard of care normally exercised by nationally recognized professional organizations engaged in performing comparable services. The Engineer shall be liable to the Owner for any loss, damages or costs incurred by the Owner for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Engineer to comply with said warranty.

14.12 Engineer agrees that the economic loss rule as set forth in the *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000), shall not serve as a limitation on the Owner's right to pursue tort remedies in addition to other remedies it may have against Engineer. Such rights and remedies shall survive the acceptance of the Work or any termination of the Contract Documents. Engineer further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under the Agreement.

14.13 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

14.14 The Engineer shall report to the Owner's representative promptly and in reasonable detail, each notice or claim of copyright, trade secret or patent infringement based on the performance of this Agreement of which the Engineer has knowledge. In the event of any claim or suit against the Owner on account of any such alleged infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed hereunder, the Engineer shall furnish to the Owner, when requested by the Owner's representative, all evidence and information in possession of the Engineer pertaining to such suit or claim. The Engineer shall defend and indemnify the Owner against such claim or suit if the Engineer committed or caused such infringement.

14.15 The Services shall be completed as soon as good practice and due diligence will permit, unless a specific deadline is set forth in the Notice to Proceed received by the Engineer, in which case that deadline shall apply.

14.16 In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Agreement, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

14.17 In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions and written addenda, Change Orders or other modifications approved in writing by both Parties shall govern the original documents.

14.18 The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

14.19 The Parties hereby acknowledge that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signature pages may be executed via ink signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means. Further, the Parties acknowledge and agree

that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

14.20 To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: Engineer shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement. In addition, Engineer shall not enter into a contract with any entity that fails to certify that it shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement. If Engineer obtains actual knowledge that an entity performing work under this Agreement knowingly employs or contracts with an undocumented worker, Engineer shall notify the entity and the City within three (3) days that Engineer has actual knowledge that the entity is employing or contracting with an undocumented worker. Furthermore, Engineer shall terminate such contract if, within three (3) days of receiving the notice required pursuant to this paragraph, the entity does not stop employing or contracting with the undocumented worker. Except that Engineer shall not terminate the contract with the entity if during such three (3) days the entity provides information to establish that the entity has not knowingly employed or contracted with an undocumented worker.

Engineer certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the “E-verify Program”), or the employment verification program administered by the Colorado Department of Labor and Employment (the “Colorado Verification Program”). Engineer shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake pre-employment screening of job applicants while performing this Agreement.

Engineer shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

14.21 This Agreement is expressly contingent upon the approval of the City of Westminster's City Council of all of the terms set forth herein. In the event this Agreement is not approved in its entirety by City Council, neither Party shall be bound to the terms of this Agreement.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO THE [INSERT DEPARTMENT], ATTENTION: [INSERT EMPLOYEE NAME].

REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

<p>[INSERT REGISTERED NAME OF COMPANY]</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Address:</p> <p>1) ATTEST:</p> <p>_____</p> <p>Title: Corporate Secretary</p> <p>2) NOTARY:</p> <p>STATE OF) _____</p> <p>) ss.</p> <p>COUNTY OF) _____</p> <p>The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ the (name)</p> <p>_____ (title)</p> <p>_____. (company)</p> <p>Witness my hand and official seal.</p> <p>My commission expires: _____</p>	<p>CITY OF WESTMINSTER</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Address: 4800 West 92nd Avenue Westminster, Colorado 80031</p> <p>ATTEST:</p> <p>_____</p> <p>City Clerk</p> <p>APPROVED AS TO LEGAL FORM</p> <p>By: _____</p> <p>City Attorney</p>
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(S E A L)

Notary Public

I certify that either an appropriation has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Agreement.

City Manager

Account No. _____

Rev. 04/2019

Attachment 1 to EXHIBIT A
Scope of Services

(To be inserted in final contract)

**Attachment 2 to EXHIBIT A
Engineer's Fee Schedule**

(To be inserted in final contract)

EXHIBIT B TO REQUEST FOR PROPOSAL
PROPOSER'S CERTIFICATION

***NOTE:** Please ensure that this document is completed and submitted with your proposal. Failure to do so may result in your proposal not being considered for award.*

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal, including the standard form of agreement provided as Exhibit A to the RFP (the "Agreement"). I hereby certify that, if selected, I can meet all insurance and other requirements contained within the Agreement and that I will sign the Agreement in substantially the form presented in this RFP.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Westminster Police Department prior to award.

I certify that all information contained in this proposal is true to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Consultant as its act and deed and that the Consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Westminster or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained.

NAME OF BUSINESS

BY:

SIGNATURE

PRINTED NAME & TITLE

MAILING ADDRESS

CITY, STATE, ZIP CODE

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TELEPHONE NUMBER